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BC / 7840

AGREEMENT

between

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 200 UNITED

-and-

VILLAGE OF HAMILTON
(D.P.W.)

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AUG 14 2009

ADMINISTRATION

TERM: JUNE 1, 2009- MAY 31, 2011



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PREAMBLE

This Agreement is made by and between the Village of Hamilton Department of Public Works ("Employer") and the Service Employees International Union, Local 200 United ("Union"). It will be effective from June 1, 2009 through May 31, 2011.

ARTICLE 1 - PURPOSE AND INTENT

Section 1. It is the purpose of this Agreement to promote and retain good relations and cooperation among the Employer, Union, and the employees represented by the Union. This Agreement is intended to set forth the terms and conditions of employment agreed to in collective bargaining and to set forth a procedure for adjusting grievances arising from the interpretation and application of the provisions of this Agreement. It is the desire of the Employer, the Union, and the employees in the bargaining unit to cooperate in providing effective service to the customers of the Employer.

ARTICLE 2 - RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, fringe benefits, and working conditions for all full-time and regular part-time motor equipment operators, excluding all other employees. If the Employer establishes a new job classification, it will provide a copy of the job title to the Union and if, after discussion, the parties fail to agree on the question of inclusion in, or exclusion from, the unit, either party may submit the matter to PERB for resolution.

Section 2. If regular part-time employees are employed, the Employer and the Union will meet to negotiate whether, and the extent to which, fringe benefit coverage should be extended to them.

Section 3. The position of DPW Working Foreman is removed from the bargaining unit and from coverage under this labor agreement. The person in the Working Foreman position (or whatever that position may be called) may continue to perform bargaining unit work, as has been the case in the past.

ARTICLE 3 - SENIORITY

Section 1. Bargaining unit seniority is defined as the length of continuous full-time

employment with the Village of Hamilton of any employee covered by this Agreement, starting with the employee's most recent date of hire.

Section 2. Job classification seniority is defined as the length of continuous full-time employment in a particular job classification of any employee covered by this Agreement, starting with the employee's most recent date of hire.

ARTICLE 4 - CHECK-OFF

Section 1. During the life of this Agreement, the Employer agrees to deduct from the wages of each employee, in accordance with the express terms of a signed, voluntary authorization to do so, on forms which are customarily used by the Union, the appropriate union dues. Said deduction will be made in equal amounts four times a month and will be remitted to the Union by the 15th day of the following month, together with a list of employees on whose behalf the deduction was made.

Section 2. The Union shall certify in writing to the Employer the amount of the monthly dues to be checked off under this article. The Union shall indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability that may arise out of action taken by the Employer for the purpose of complying with any of the provisions of this article.

ARTICLE 5 - MANAGEMENT RIGHTS

The Employer retains the exclusive right to determine the mission and manage the operation of the DPW and to direct and control the workforce in its sole discretion, except as limited by the express terms of this Agreement. The management function includes, but it is not limited to, the following rights: to hire, assign duties to employees; to add, eliminate or otherwise change such duty assignments; to assign duties to employees across D.P.W./M.U.C. bargaining unit lines; to decide qualifications and promulgate rules and regulations; to create and abolish job titles and change the number of employees working in any job classification to require standards of performance and maintenance of order and efficiency; to discontinue, consolidate and reorganize part or all of the operation; to introduce new or improved methods, to install or remove equipment, and to make technological improvement.

ARTICLE 6 - SUBCONTRACTING

Nothing contained in this Agreement shall limit the Employer's right to contract or subcontract with other parties for the performance of any work. In the event that this results in the layoff of, or failure by the Employer to recall bargaining unit employees, the Employer agrees to bargain with the Union regarding the impact of such

subcontracting on bargaining unit employees.

ARTICLE 7 - NO STRIKE/NO LOCKOUTS

Section 1. During the term of this Agreement, the Union and the employees covered by this Agreement shall not cause, sanction or engage in any strike (sympathy or otherwise), picketing, slowdown, stoppage, boycott or any other interference with the normal conduct of operations of the Employer. The Employer shall not engage in any lockout during the life of this Agreement.

Section 2. Should a strike, work stoppage or any other conduct described in this Article occur, the Union will make immediate efforts to end such conduct and return the employees to their respective jobs.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

Section 1. The normal work week will consist of forty hours, Monday through Friday. The normal work day will be from 6:00 a.m. to 2:30 p.m. with a one-half hour unpaid meal period (generally between 11:30 a.m. and 12 noon, or as otherwise arranged with the Employer). The definition of a normal work day and a normal work week does not constitute a guarantee of any minimum number of hours of work per day or per week, nor does it prevent the Employer from requiring overtime work, or establishing part time positions.

Section 2. There will normally be one fifteen minute rest period each morning and afternoon at times established by the Employer, except that during the summer months (Memorial Day through Labor Day) the afternoon rest period, if it occurs, will be at the worksite. Employees will closely observe the time limits for rest periods. The Employer may cancel rest periods on a particular day in the event of an emergency.

Section 3. An employee will be paid at the rate of one and one-half times the employee's regular base straight-time hourly rate for hours worked in excess of forty per week. There will be no pyramiding or duplicating of overtime pay for the same hours. All overtime is subject to prior approval by the Employer. The Employer may give an employee compensatory time off if they mutually agree to such an arrangement or in the event of the Employer's budgetary constraints. Employees who have been allowed to accrue compensatory time off must be allowed to use some or all of such time within a reasonable period after requesting the use of the time, unless to do so would unduly disrupt the Employer's operations.

ARTICLE 9 - WAGES

Section 1. Effective June 1, 2009 employees will be paid in accordance with the following wage schedule based on job classification seniority:

Motor Equipment Operator	Start	1 yr	2 yrs	3 yrs	4 yrs
Effective 6/01/09	\$16.93	\$17.48	\$18.01	\$18.56	\$19.24
Effective 6/01/10	\$17.51	\$18.06	\$18.59	\$19.14	\$19.82

Section 2. An employee will progress from the minimum wage rate to the maximum rate for the employee's job classification on the basis of the employee's completed years of actual work in such job classification as per the wage schedule.

Section 3. The Employer may give job classification seniority credit for wage schedule purposes to newly hired employees in recognition of prior work experience.

Section 4. Routine snow removal is not considered a snow emergency. Employees will be given no less than 24 hours advance notice of scheduled snow removal.

ARTICLE 10 - LONGEVITY PAY

Employees will be entitled to receive a lump sum longevity payment each year on their anniversary date in accordance with the following schedule:

<u>Seniority years completed as of the Employee's Anniversary Date</u>	<u>Longevity Payment</u>
5 years	\$150.00
10 years	\$300.00
15 years	\$400.00
20 years	\$500.00
25 years	\$600.00
30 years	\$700.00

ARTICLE 11 - CALL-BACK PAY

Section 1. Employees required to return to work after they have left for the day will be guaranteed three hours work or three hours pay. This guarantee will not apply where hours worked are continuous with the employee's normal work day.

ARTICLE 12 - VACATIONS

Section 1. Full-time employees will be entitled to a paid vacation in accordance with the employee's bargaining unit seniority as of his anniversary date under the following formula:

<u>Seniority Months or Years Completed</u>	<u>Paid Days</u>
6 months	6
1 year	11
6 years	12
7 years	13
8 years	14
9 years	15
10 years	16
11 years	17
12 years	18
13 years	19
14 years	20
15 years	21
16 years	22
20 years	23

Section 2. All vacations are granted in a year for service in the preceding year according to the vacation schedule above.

Section 3. The time and scheduling of vacations will be at the employee's request and with the approval of the Employer. In the event of a conflict between the preferences of two or more employee's, bargaining unit seniority shall prevail, provided the more senior employee has made a timely request for a vacation preference. To be timely, a request for preferred vacation time must be made to the Employer no later than one month prior to the preferred date.

Section 4. Vacations are not cumulative from year to year except that, if the Employer approves, an employee may carry over up to five vacation days, provided that they must all be taken during the first four months of the anniversary year into which they are carried over.

Section 5. A day's vacation pay is computed at the employee's straight-time base hourly rate for eight hours. An employee going on vacation who so requests shall be paid in advance of his scheduled vacation.

Section 6. Should an employee be off the active payroll for thirty regular work days or

more in a calendar year on a cumulative basis for any reason other than for an illness or injury covered by Worker's Compensation, the employee's vacation entitlement for the following calendar year will be reduced prorata by multiplying the entitlement by a fraction whose numerator is the number of calendar months in which the employee was off the active payroll and whose denominator is 12.

Section 7. Upon retirement, an employee shall receive her/his accumulated vacation pay in a lump sum payment along with the final paycheck.

ARTICLE 13 - HOLIDAYS

Section 1. The following days will be recognized as holidays for full-time employees:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving
Memorial Day	Christmas
Independence Day	½ day before
Labor Day	Christmas
	½ day before
	New Year

Any holiday falling on a Sunday will be observed on the following Monday. Any holiday falling on a Saturday will be observed on the preceding Friday.

Section 2. Holiday pay is computed at the employee's straight-time base hourly rate times eight hours. To be eligible for holiday pay, an employee must have worked the scheduled work day before and after the holiday, unless he is absent from work because of authorized vacation, funeral leave, jury duty, or hospitalization of less than one calendar week's duration. If required to work on a holiday, an employee will be paid holiday pay as computed above plus time and one-half his straight-time hourly rate for hours worked on the holiday.

Section 3. If a holiday falls during an employee's vacation, that day will not be counted as a vacation day for the employee.

ARTICLE 14 - SICK LEAVE

Section 1. Effective June 1, 1986, full-time employees shall accumulate five-sixth of a day of sick leave for every one month worked beginning with the first month following the date of hire. A "month worked" is defined for purposes of this Article as a calendar month in which an employee receives pay for at least 10 days' work. Sick leave may be accumulated up to a maximum of 165 days for use with the Section 41(j) option of the New York State Retirement System. Such leave may be used in one-half day

segments or hourly, and shall be compensated at the employee's regular straight-time hourly rate. Upon the effective date of this Agreement, each employee will be credited with the unused sick leave that he/she may have accumulated under the terms of the prior labor agreement, and will begin accumulating further sick leave days during the first calendar month following the effective date of this Agreement.

Section 2. If an employee is absent due to sickness for 3 or more consecutive days, or if the Employer suspects an abuse of the sick leave policy (e.g. extending weekends, holidays, vacations or other time off), the Employer may, in his discretion, require a doctor's statement certifying that the employee is unable to work due to sickness. To be eligible for sick leave pay, the employee must, wherever possible, notify the Employer of his absence at least fifteen minutes before the commencement of the employee's scheduled shift. If notification could have been made but was not, sick leave pay will not be provided. Whenever an employee is absent due to sickness or disability for 4 consecutive days or more, the employee must notify the Employer of an intent to return at least 24 hours in advance.

Section 3. Upon resignation or discharge, an employee shall forfeit accumulated sick leave. Upon retirement, an employee will be entitled to be paid for accumulated sick leave (up to a maximum of 69 days) at 50% of his or her then existing straight-time hourly rate as determined by the NYS Employees Retirement System.

Section 4. The Employer will purchase a disability insurance policy that pays employees an amount equal to the current New York State Disability plan maximum amount at the time of the injury, after a one week waiting period and for such maximum period as specified in the policy, in connection with absences caused by off-the-job injuries or illnesses that would otherwise be compensable under State Disability Law. An employee must elect in writing, no later than the day on which he returns to work, whether he wishes to receive unused sick leave pay for the period of his absence. If an employee does so elect, he will be paid the difference between what he receives under the disability insurance policy and what his regular straight-time pay would have been for the period of the disability, up to the maximum of his accumulated, unused sick leave time. The employee will be charged for such use of sick leave time on a pro rate basis (e.g. an employee who receives \$170.00 under the disability insurance policy for one week's absence and who elects to receive the \$90.00 difference between the disability pay and his regular \$260 weekly straight-time pay will be charged 2.42 days sick leave rounded off to the nearest half day at 2-1/2 days).

Section 5. A sick leave bank was established October 2008. The intent of this sick leave bank is to protect members from financial burden due to a major illness or injury. It is not intended to be a solution to the problem of exhaustion of a members sick leave days. The Bank shall be administered according to the following guidelines:

1. The Sick leave bank will be administered by the Village

2. The Sick leave bank shall be established by voluntary contribution on an individual basis.
3. An eligible employee must first exhaust all of his/her accumulated sick leave, vacation and personal leave.
4. Members do not have to repay time contributed.
5. The Village may require medical documentation of a request for sick leave.

ARTICLE 15 - MEAL ALLOWANCE

Section 1. Employees will be paid a meal allowance up to a maximum amount of \$5.00 for breakfast, \$5.50 for lunch and \$12.50 for dinner upon submission of documentation to the Employer substantiating the expense under the following circumstances:

(a) If they are required to work more than two hours overtime immediately preceding or following their normal work day; or

(b) If they are required to return to work for more than four hours; or

(c) If they are required to travel to or work at a location out of the normal work area (Village of Hamilton, Towns of Hamilton, Madison, Eaton, Lebanon) during normal meal hours where a meal has not otherwise been provided.

ARTICLE 16 - UNIFORMS AND EQUIPMENT

Section 1. The Employer will provide employees with uniforms and with such safety equipment as it considers necessary, such as rain gear, safety glasses, hard hats and work gloves. The Employer will pay up to \$100.00 for an employee's purchase of one pair of approved safety shoes that comply with federal OSHA standards. This payment will not be made more than once every twelve months, unless the safety shoes become damaged and unserviceable sooner in the line of duty.

Section 2. It will be the responsibility of each employee to maintain, account for, and upon termination, return all uniforms, equipment and other property of the Employer that was entrusted to him.

ARTICLE 17 - PERSONAL LEAVE

Section 1. Upon completion of their first anniversary date, full-time employees will be entitled to three personal days each calendar year to conduct personal affairs. In emergency situations an employee must give the Employer such advance notification as is possible. An employee's request for personal days will be granted consistent with operational requirements.

Section 2. A day of personal leave is computed at the employee's straight-time base hourly rate times eight hours.

Section 3. Unused personal leave days will be added to an employees accumulated sick leave days (up to the maximum) at the end of each anniversary year for prospective use. No other accumulation of personal leave days beyond each anniversary year will be allowed.

ARTICLE 18 - BEREAVEMENT LEAVE

Section 1. In the event of a death in an employee's immediate family (spouse, child, parent, step-parent, brother, sister, grandparent, father-in-law, or mother-in-law), the employee will be granted up to a maximum of three days' leave with pay for days that he would otherwise have worked in order to attend funeral services.

Section 2. In the event of the death of an employee's aunt, uncle, niece, nephew, brother-in-law or sister-in-law, the employee will be granted up to one day's leave with pay for a day the he would otherwise have worked in order to attend funeral services.

ARTICLE 19 - JURY DUTY

Section 1. An employee required to serve on jury duty will receive the difference between his regular straight-time hourly pay for 8 hours and the amount of jury pay received for each scheduled work day on which he serves on jury duty.

Section 2. To qualify for jury duty pay, the employee (a) must notify his Employer in advance and present proof of jury service and the payment received for such service; and (b) must return to work the balance of his regular shift whenever excused from jury duty prior to the end of his shift.

ARTICLE 20 - MILITARY SERVICE

Employees will be granted all employment and reemployment rights to which they are entitled under the applicable Federal and State statutes.

ARTICLE 21 - HEALTH INSURANCE

Section 1. The Employer will pay 75% of the cost of individual medical and dental coverage and dependent medical coverage. Eligible employees will pay the full premium cost for dependent dental coverage and vision coverage. Coverage for new

employees will become effective on the first day of the second month following the date of appointment (i.e., if appointment is March 9, coverage is effective May 1).

Section 2. The Employer will cease paying the cost of insurance after an employee has been absent from work for more than 18 months due to injury or illness covered by Workers' Compensation or Disability, or due to layoff. In the event that an employee has less than 18 months service with the Employer, the Employer will cease paying the cost of insurance after the same number of months that the employee has served has passed.

Section 3. The Employer may change insurance carriers at any time provided that the level of coverage overall is substantially equivalent to that provided under the current plan. It is understood that the master policy shall control all matters, including questions concerning coverage and benefits.

Section 4. Employees who wish to, may switch to the Service Employees Benefit Fund (SEBF) \$1,000,000.00 lifetime health plan. The Employer shall contribute the same percentage of premium for this plan as outlined in Section 1 above.

Section 5. Each Employee eligible for participation in the health insurance plan may elect to refuse participation and provide for their own insurance. Such election shall be on a standard form prescribed and distributed by the Employer. Written proof of other health insurance coverage is required. The Employer will place \$125.00 per month for an individual plan and \$200.00 per month for a two person or family plan in an account for each month that the employee is eligible but does not elect coverage. The employee will receive the funds so accumulated by May 15th of each year and upon termination of employment. In the event the employee opts to return to the participation in the Employer's health insurance plan, he/she may do so only in accordance with the procedures established by the insurance carrier. This buyout option shall not apply to the SEBF plan.

Section 6. During the life of this Agreement, those current employees with at least ten years of full-time continuous service with the Employer and who retire directly into or under the New York State Employee's Retirement System and who are eligible to receive a pension there from, shall be provided with the most cost effective individual health insurance coverage for which the employee is eligible (i.e., the individual plan or the 65+ plan) with 100% of said coverage paid by the Employer. The retiring employee is responsible for any and all premium contributions for all other coverage in which they or their eligible dependents are enrolled.

Section 7. An employee shall have the option to utilize a specified number of accrued vacation days towards their health insurance premium contribution. An employee may apply on a prescribed form distributed by the Employer to utilize up to three accrued vacation days toward health insurance premiums depending on their plan and according to the conversion schedule below. The applicable listed value will be divided

by the number of pay periods in a year, and that fraction will be assigned toward health insurance premium each pay period. The specified number of vacation days to be utilized will be deducted upon application for their use.

1 vacation day equals \$150.00

2 vacation days equal \$300.00

3 vacation days equal \$450.00

ARTICLE 22 - LIFE INSURANCE / DISABILITY INSURANCE

Section 1. The Employer will pay the full cost of the Service Employees Benefit Fund (SEBF) Life Insurance plan (\$10,000) for full-time employees for the duration of this Agreement.

Section 2. The Employer will cease paying the cost of insurance after an employee has been absent from work for more than 18 months due to injury or illness covered by Worker's Compensation or Disability, or due to layoff.

Section 3. The Employer may change insurance carriers at any time provided that the level of coverage overall is substantially equivalent to that provided under the current plan. It is understood that the master policy shall control all matters, including questions concerning coverage and benefits.

Section 4. The Employer agrees to perform payroll deduction for all bargaining unit members who wish to voluntarily participate in the Service Employees Benefit Fund's Weekly Disability Benefit. Such payroll deductions shall be forwarded to the Service Employees Benefit Fund no later than the 15th of the month following the month such funds have been deducted from the bargaining unit member's pay. Premiums for this benefit shall be:

- For bargaining unit members who are covered by SEBF Medical: \$9.50/mo.
- For bargaining unit members who are not covered by SEBF Medical: \$11.60/mo.

ARTICLE 23 - EDUCATION AND TRAINING

Employees may request permission to receive reimbursement for tuition and textbook expenses in connection with courses that will improve the employee's job skills and performance. Requests must be submitted to the Employer at least two weeks before commencement of the course in question. The Employer may grant or deny the request in its discretion, considering among other factors, the number of requests that year and the relationship between the course of study and necessary job skills. Requests for reimbursement in connection with courses required to be taken by the State as a prerequisite to certification or re-certification of the employee in his job classification will be approved by the Employer in the normal course. The Employer will

make reimbursement for courses that it has approved upon presentation by the employee of a certificate of successful completion.

ARTICLE 24 - RETIREMENT BENEFITS

Section 1. The Employer will continue to participate in the State Retirement Plan for eligible employees under New York State Retirement and Social Security Law Section 75(l). Benefits and contributions are dependent on which Tier an employee is eligible to participate.

Section 2. The Employer will participate in Section 41-j of the New York State Retirement and Social Security Law, Allowance for Unused Sick Leave. Employees will be allowed to accumulate sick leave up to 165 days.

ARTICLE 25 - VACANCIES AND PROMOTIONS

Section 1. When a permanent job vacancy occurs in the bargaining unit, the Employer will post a notice of such vacancy for a period of five working days, unless the job is of such a nature that it must be filled immediately pending the outcome of the posting and selection procedure. The notice of vacancy will state the job classification, rate of pay, and general nature of the job requirements.

Section 2. Employees may submit an application for the posted position prior to the end of the posting period. If the Employer decides to fill a vacancy by a promotion from within the bargaining unit and two or more employees seek the promotion, where skill, ability, qualifications, and experience are equal, seniority shall prevail. Nothing in this Article shall be construed to require the Employer to fill vacancies by promotion from within, or to prevent the Employer from filling a position temporarily.

Section 3. In the event that a vacancy is filled by promotion from within, the promoted employee shall serve a 90 day trial in the new job during which time the Employer may remove the employee from the position, or the employee may elect to be removed from the position and be returned to his or her previous classification.

Section 4. To the extent applicable, Civil Service Law and Rules shall govern vacancies and promotions notwithstanding any conflicting provision of this Article.

ARTICLE 26 - LAYOFF AND RECALL

Section 1. In the event of a layoff, the Employer shall determine the job classifications affected and then implement the layoffs in accordance with job classification seniority. The employee with the least job classification seniority in the affected classification

shall be laid off first provided that the remaining employees in the classification have the skill and ability to perform the work. However, if the Employer anticipates layoff of more than 30 days, an employee targeted for layoff shall have a single opportunity to displace the least senior bargaining unit employee who occupies a job for which the targeted employee is qualified.

Section 2. When a recall occurs, the employee laid off last shall be rehired first.

Section 3. To the extent applicable, Civil Service Law and Rules shall govern layoffs and recalls notwithstanding any conflicting provisions of this Article.

ARTICLE 27 - NON-DISCRIMINATION

Section 1. The Employer and the Union shall comply with all applicable state and federal laws with respect to discrimination against an employee. Any reference in this Agreement to the male gender shall be deemed to include female gender.

ARTICLE 28 - DISCIPLINE AND DISCHARGE

Section 1. The Employer may discharge or otherwise discipline an employee who has completed the probationary period for just cause. With the exception of action involving probationary employees, disputes as to discipline or discharge may be processed through the grievance/arbitration procedure of this Agreement.

Section 2. If the disciplined or discharge employee is covered by Section 75 of the Civil Service Law, the dispute as to discipline or discharge may be processed either through the grievance/arbitration procedure or through the hearing procedure set forth in Section 75 of the Civil Service Law, as the employee may elect. The election of either procedure precludes the use of the other. The disciplined or discharged employee must indicate in writing to the Employer, within seven working days of the discipline, that he or she elects either the grievance/arbitration procedures or Section 75. Failure to exercise the option within the time limit set forth above shall be deemed to be an election to use Section 75.

Section 3. Tardiness and excessive absenteeism will not be tolerated.

ARTICLE 29 - GRIEVANCE AND ARBITRATION

Section 1. A grievance shall be any matter involving a dispute over the interpretation or application of a term or terms of this Agreement and shall be subject to the following procedure except where the matter has been excluded from the grievance/arbitration procedure by Article 29.

Step 1. All grievances shall be reduced in writing, signed by the employee, and submitted to the Employer within five working days of the act or occurrence giving rise to the grievance. The written grievance must identify the Article of this Agreement that is alleged to have been violated. The Employer shall respond to the written grievance in writing within five working days of receipt of the written grievance.

Step 2. If not resolved in Step 1, the Union may, within seven working days after receipt of the Step 1 response, submit the grievance to the Mayor. The Mayor shall respond in writing within 10 working days thereafter. If not resolved in Step 2, the Union may, within ten working days after receipt of the Step 2 response, submit the grievance in writing (with a copy to the Employer) to a mutually agreed upon arbitrator or, if one is not agreed upon, to PERB for assignment to an outside arbitrator in accordance with its voluntary arbitration rules.

Section 2. The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement. Where an arbitrator provides an award of back pay, the arbitrator shall provide that the back pay award be reduced by the amount of any interim receipts of money. The fees and expenses of the arbitrator shall be borne equally by the parties.

Section 3. If the party seeking arbitration fails to adhere to the procedures and time limits set forth in this Article, which may be extended only by written consent of the Employer and the Union, that party will have waived its right to arbitration and the matter will be deemed settled in the interest of the other party.

Section 4. Compensable grievance investigation time shall be limited to one employee-hour per week, up to a maximum of three employee-hours per month. Time spent in grievance investigation shall not interfere with employee work experience.

ARTICLE 30 - PROBATIONARY PERIOD

Employees will be on probation for the first 90 calendar days of their employment during which period they may be discharged without recourse to the grievance and arbitration procedures of the Agreement. An employee's probationary period may be extended for an additional 90 days upon mutual agreement by the Employer and the Union.

ARTICLE 31 - CREDIT UNION

If the employees choose to participate in a credit union, the Employer agrees to make such payroll deductions and submissions to the credit union as are properly authorized by each employee in writing. It is understood that the employees and/or

Union are solely responsible for their participation in the credit union and that an indemnity provision similar to the indemnity for check-off of union dues will be added to the contract to protect the Employer from any claims and liability arising from the credit union operation.

ARTICLE 32 - VOLUNTEER FIREFIGHTING

Employees will only be excused from normal work duties to respond to a working fire or a life-threatening situation.

ARTICLE 33 - ENTIRE AGREEMENT

Section 1. The Employer and the Union agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and conditions of employment. During the term of this Agreement the Employer and the Union waive their right to require the other party to negotiate on any further matters affecting these or any other subjects, whether or not specifically set forth in the Agreement or now contemplated by the parties.


ARTICLE 34 - RETROACTIVITY

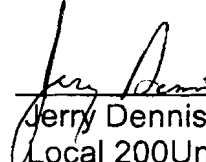
Employees covered by this Agreement who are still on the active payroll as of the beginning of the payroll period following ratification of the Agreement by both parties and those employees covered by this Agreement who retire directly from Village employment into and under the provisions of the New York State Employee's Retirement System shall receive a retroactive payment computed upon the difference between the new regular compensation rate and the regular compensation rate prior to ratification for each hour actually compensated, including overtime, between June 1, 2009 and said payroll period. Retroactivity shall apply to the hourly wages and call back pay provisions only and shall not be applicable to any other contractual benefit.

STATUTORY PROVISIONS

PURSUANT TO THE PROVISIONS CONTAINED IN SUBDIVISION 1 OF SECTION 204A OF THE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

The foregoing Labor Agreement, consisting of seventeen pages, is hereby executed on behalf of the respective parties.


Susanna McVaugh, Mayor
Village of Hamilton


Jerry Dennis, President
Local 200 United, Service Employees
International Union


Richard Holcomb, Steward

Dated: _____

Dated: 2/22/05

